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**EXHIBIT B**  
**RETENTION ORDER**



Signed and Filed: February 26, 2020

DENNIS MONTALI  
U.S. Bankruptcy Judge

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*Counsel for Official Committee of Tort Claimants*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION**

**-and-**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation
- ☐ Affects Pacific Gas and Electric Company
- ☒ Affects both Debtors

*\*All papers shall be filed in the Lead Case,  
No. 19-30088 (DM)*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11  
(Lead Case)  
(Jointly Administered)

**ORDER APPROVING THE  
APPLICATION OF THE OFFICIAL  
COMMITTEE OF TORT CLAIMANTS  
PURSUANT TO 11 U.S.C. § 1103 AND  
FED. R. BANKR. P. 2014 AND 5002 TO  
RETAIN AND EMPLOY LYNN A.  
BAKER AS SPECIAL COUNSEL  
EFFECTIVE AS OF JANUARY 27, 2020**

1           Upon the Application, filed January 30, 2020 (the “**Application**”),<sup>1</sup> of the Official  
2 Committee of Tort Claimants (the “**TCC**”) of PG&E Corporation and Pacific Gas and Electric  
3 Company (collectively the “**Debtors**”) for an order authorizing the retention and employment of  
4 Lynn A. Baker (“**Professor Baker**”) as special ethics counsel, effective as of January 27, 2020,  
5 pursuant to section 1103(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), and  
6 Rules 2014 and 5002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”),  
7 and in accordance with the terms and conditions set forth in the Engagement Letter dated  
8 January 27, 2020 as such was affixed to the Baker Declaration, and this Court having jurisdiction  
9 to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334,  
10 the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24  
11 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court  
12 for the Northern District of California (the “**Local Rules**”); and consideration of the Application  
13 and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being  
14 proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and  
15 determined that notice of the Application as provided to the parties listed therein is reasonable and  
16 sufficient; and it appearing that no other or further notice need be provided; and this Court having  
17 reviewed the Application and the Baker Declaration; and it appearing that the relief requested in  
18 the Application is in the best interests of the Debtors, their estates, creditors, shareholders, and all  
19 parties in interest; and upon all of the proceedings had before this Court and after due deliberation  
20 and sufficient cause appearing therefor,

21           **IT IS HEREBY ORDERED THAT:**

- 22           1.       The Application is approved solely to the extent set forth herein.
- 23           2.       The TCC is authorized, pursuant to section 1103 of the Bankruptcy Code and  
24 Bankruptcy Rules 2014(a) and 5002, to engage Professor Baker as its special ethics counsel in these  
25 Cases, effective as of January 27, 2020. The terms of Professor Baker’s engagement, with the  
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28           <sup>1</sup> Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Application.

1 exception of Professor Baker's compensation and reimbursement of expenses, will be pursuant to  
2 the terms of the Engagement Letter.

3 3. Professor Baker shall be compensated for fees and reimbursed for reasonable and  
4 necessary expenses and shall file monthly fee statements and interim and final fee applications for  
5 the allowance of compensation for services rendered and reimbursement of expenses incurred in  
6 accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local  
7 Rules, the order entered by this Court on February 28, 2019 establishing the procedures for interim  
8 compensation and reimbursement of expenses of professionals (Dkt. No. 701), the *United States*  
9 *Bankruptcy Court Northern District of California Guidelines for Compensation and Expense*  
10 *Reimbursement of Professionals and Trustees*, effective February 19, 2014, the *U.S. Trustee*  
11 *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed*  
12 *Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013, the  
13 Notice of Filing of Parties' Revised Fee Examiner Protocol (Dkt. No. 4473), and any other order  
14 of the Court.

15 4. Notwithstanding anything to the contrary in the Application or the Engagement  
16 Letter, Professor Baker shall not seek reimbursement for any fees or costs arising from the defense  
17 of any of Professor Baker's monthly fee statements or fee applications in these Cases. Approval  
18 of the Application and any terms of the Engagement Letter shall not alter the result dictated by the  
19 holding in *Baker Botts L.L.P. v. ASARCO LLC*, 135 S. Ct. 2158, 2169 (2015) and its construction  
20 of 11 U.S.C. § 330(a)(1).

21 5. Notwithstanding any provision in the Engagement Letter to the contrary, there shall  
22 be no limitation of liability in connection with this engagement.

23 6. To the extent that there may be any inconsistency between the terms of the  
24 Application, the Engagement Letter and this Order, the terms of this Order shall govern.

25 7. Notwithstanding anything to the contrary in the Application or the Engagement  
26 Letter, Professor Baker's allowed compensation shall have the same priority as the allowed  
27 professional fees and expenses of other professionals retained in the Cases.  
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10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order. For the avoidance of doubt, notwithstanding any provision in the Engagement Letter to the contrary, during the pendency of these Cases, this Court shall have exclusive jurisdiction over the approval of fees due and owing to Professor Baker for this retention.

**\*\* END OF ORDER \*\***